

2-0248

STORAGE

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Hudson

THIS DOES NOT  
CIRCULATE

AGREEMENT

Between

BOARD OF CHOSEN FREEHOLDERS OF  
HUDSON COUNTY

AND

FRATERNAL ORDER OF POLICE LODGE NO. 40 -  
INSTITUTIONAL POLICE MEADOWVIEW HOSPITAL

1974-1975

LIBRARY

Division of Management and  
Labor Relations

JUN 21 1979

RUTGERS UNIVERSITY

ARTICLE I

SALARY

- A. Effective January 1st, 1974, all employees covered by this Agreement who earn more than \$7000 per annum base salary shall receive an annual salary increase of \$300 per annum; effective January 1st, 1975, all employees covered by this paragraph shall receive a further annual salary increase of \$300 per annum.
- B. Effective January 1st, 1974, all employees covered by this Agreement who receive less than \$7000 per annum in annual base salary shall receive an annual salary increase of \$500 per annum; effective January 1st, 1975, all employees covered by this paragraph shall receive a further annual salary increase of \$500 per annum.

## ARTICLE II

### LONGEVITY PROGRAM

A. The County of Hudson recognizing the importance of long-term employees of the County of Hudson sets forth effective July 1, 1974, the following longevity program:

1. For employees with more than five years of service but not more than ten years of service - \$200 per annum;
2. For employees with more than ten years of service but not more than 15 years of service - \$400 per annum;
3. For employees with more than 15 years of service but not more than 20 years of service - \$600 per annum;
4. For employees with more than 20 years of service - \$800 per annum.

Fifty per cent (50%) of the above annual longevity rates shall be implemented on July 1, 1974 in the appropriate employee's annual salary rate (i.e. \$100, \$200, \$300, and \$400 per annum for the appropriate years of service); the full longevity annual rate shall be implemented on July 1, 1975, in the employee's annual salary rate.

Effective January 1, 1976, the longevity program in full shall be implemented. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

ARTICLE III  
MANAGEMENT RIGHTS

A.       The Association recognizes that the County may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the County.

B.       The County reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following: to direct employees of the County; to hire, assign, promote, transfer and retain employees covered by this Agreement with the County or to suspend, demote, discharge, or take disciplinary action against employees for just cause, to make work assignments, work and shift schedules including overtime assignments, to maintain the efficiency of the County operations entrusted to them, and to determine the methods, means and personnel by which such operations are to be conducted.

## ARTICLE IV

### GRIEVANCE AND ARBITRATION PROCEDURE

- A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.
- B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) days from the time the employee knew or should have known of its occurrence.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

#### STEP ONE:

The grievance shall be discussed with the employee involved and the Association representative with the immediate supervisor designated by the County. The answer shall be in writing and made within three (3) days by such supervisor to the Association.

ARTICLE IV  
GRIEVANCE AND ARBITRATION PROCEDURE

(cont'd)

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the Department Head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County Personnel Director. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right within five (5) working days to submit such grievance to an arbitrator. The impartial arbitrator shall be Joseph Wildebush Esq., Wayne, New Jersey. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on

ARTICLE IV  
GRIEVANCE AND ARBITRATION PROCEDURE (cont'd)

both parties. The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner. Each party shall bear its own costs of the arbitrator but the costs of the arbitrator shall be borne by the County and the Association equally.

The Association President, or his authorized representative may report an impending grievance to the Executive Director in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided an Association representative may be present as observer at any hearing on the individual's grievance.

F. MANAGEMENT RIGHTS: The County hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and of the United States.

G. The employees retain all rights conferred upon them by law, including civil service laws and P. E. R. C.

ARTICLE V

VACATIONS

The existing vacation practice shall be continued by the Board  
of Chosen Freeholders.



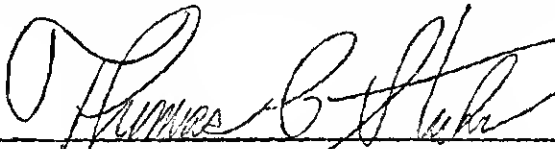
ARTICLE VI

DURATION

This Agreement shall be effective for the period of January  
1st, 1974, to December 31st, 1975, except as specifically provided for  
by the terms of said Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their county seal or corporate seal to be hereto affixed on this 25<sup>th</sup> day of September, 1974.

FRATERNAL ORDER OF POLICE LODGE NO. 40 -  
INSTITUTIONAL POLICE MEADOWVIEW HOSPITAL


By:  (L.S.)

By: \_\_\_\_\_ (L.S.)

BOARD OF CHOSEN FREEHOLDERS OF  
HUDSON COUNTY

By:  (L.S.)  
Director

Attest:

By:  (L.S.)  
Frank E. Rodgers, Clerk

2-0248

09-00

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF HUDSON

THIS BOOK DOES  
NOT CALCULATE

COPY OF RESOLUTION

No. 307-7-1980

On motion of Freeholder Mocco

Seconded by Freeholder Simunovich

APPROVE  
COLLECTIVE  
BARGAINING  
AGREEMENT  
WITH  
FRATERNAL  
ORDER OF  
POLICE,  
LODGE 40,  
INSTITUTIONAL  
POLICE

WHEREAS, County Executive, Edward F. Clark, Jr., has negotiated a collective bargaining agreement with the Fraternal Order of Police, Lodge 40, Institutional Police, for the period July 1, 1980 to June 30, 1982.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid collective bargaining agreement, which is reflected in a memorandum of agreement executed by the respective parties, a copy of which is attached hereto and made a part hereof, is hereby approved and ratified by this Board.
2. This resolution shall take effect immediately.

LIBRARY  
Institute of Management and  
Labor Relations

JUL 30 1980

RUTGERS UNIVERSITY

I, FRANK E. RODGERS, Clerk of the Board of Chosen Freeholders of the County of Hudson in the State of New Jersey, DO HEREBY CERTIFY the attached resolution to be a true copy of a resolution passed at a meeting of said Board held on July 24, 1980

*Sarah E. Rieth*  
Deputy Clerk, Board of Chosen Freeholders FRANK E. RODGERS

Clerk

EDWARD F. CLARK, JR.  
County Executive

L-0248

09-00

MEMORANDUM OF AGREEMENT

HUDSON COUNTY

AND

FRATERNAL ORDER OF POLICE, LODGE 40  
INSTITUTIONAL POLICE

1. Except as this Memorandum shall otherwise provide the existing Agreement shall be continued.

2. Agency Shop - per state law at full level.

3. Effective July 1, 1981 expand current dental program to cover family.

4. Effective July 1, 1980 and 25th year longevity step at \$1,000/annum.

5. Salary: July 1, 1980 \$450 Adjustment, one time only payment

January 1, 1981 +\$900 across-the-board increase in the rate base

July 1, 1981 \$550 Adjustment, one time only payment

January 1, 1982 +\$600 across-the-board increase in the rate base

6. Uniform per current contract Agreement.

The respective committees agree to recommend in good faith the terms of this Agreement to their respective principals.

F.O.P. Lodge 40  
Institutional Police

COUNTY OF HUDSON

*Barbara Smith*

*Edward F. Clark, Jr.*  
EDWARD F. CLARK, JR.  
County Executive